

These Aircall General Partner Terms ("**General Partner Terms**") as well as any applicable Partner Program Agreement between the Parties ("**Partner Program Agreement**"), and applicable Program Terms, (collectively, the "**Agreement**"), govern Aircall's offering of, and Partner's participation in, Aircall's Partner Programs. Aircall and Partner are collectively referred to as "**Parties**" and individually as a "**Party**." The Partner Program Agreement, where applicable, identifies the Programs in which Partner has elected to participate. Partner agrees to be bound by these General Partner Terms by executing, including clicking through, any document that references these General Partner Terms.

Partner agrees to be bound by these General Terms by executing, including clicking through, any document that references these General Terms or <https://legal.aircall.io/partnerlegalcenter>. The Agreement will become effective upon Aircall's acceptance of Partner's application to participate ("**Effective Date**.") Aircall reserves the right to reject any application, in which case the Agreement will not become effective.

1. **Definitions.** Capitalized terms have the following meanings:

- a. "**Affiliate**" means any legal entity worldwide in which a Party, directly or indirectly, owns more than fifty percent (50%) of the stock, shares, membership, or other indicia of ownership.
- b. "**Aircall**" means the applicable Aircall entity identified below.

If Partner is domiciled or registered in:	Aircall entity entering into this Agreement:
Australia & New Zealand	Aircall PTY Ltd, an Australia proprietary company limited by shares
England, Northern Ireland, Scotland, & Wales	Aircall UK Ltd, an England and Wales private company limited by shares
North America or South America	Aircall.io, Inc., a Delaware, USA corporation
Rest of World	Aircall SAS, a France simplified joint-stock company

- c. "**Customer**" means an end user that purchases or subscribes to the Services for its own internal use and not for resale, whether referred or sold by Partner or contracting directly with Aircall.
- d. "**Customer Agreement**" or "**Order Form**" shall mean the agreement between a Customer and Aircall pursuant to which the Customer obtains Services.
- e. "**Intellectual Property Rights**" shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign.
- f. "**Marks**" shall mean "Aircall" and other trade names, trademarks, service marks, and associated logos of Aircall and its Affiliates as described in Aircall's Brand Platform at <https://aircall.io/brand/> or other guidance provided by Aircall.

- g. **"Partner"** means the Party who enters into a partnership agreement with Aircall or participates in an Aircall Partner Program.
- h. **"Partner Portal"** shall mean the electronic interface or Aircall standard portal(s) for communication with Partner regarding the applicable Program, including partners.aircall.io and <http://app.partnerstack.com/> and any related and successor sites. All guides, price lists, and other materials referenced in this Agreement may be obtained via Partner Portal unless indicated otherwise.
- i. **"Program"** means the terms and conditions, requirements, and benefits governing a program that Partner participates in for the authorized sale, distribution, and use of Services.
- j. **"Program Terms"** shall mean the additional terms applicable to the Program that Partner participates in and other documentation provided to Partner through the Partner Portal or otherwise made available to Partner.
- k. **"Service(s)"** shall mean the Aircall services, as more fully described in the Aircall Terms and Conditions available at <https://legal.aircall.io/>.
- l. **"Territory"** shall mean the territory in which Partner may not resell or refer the Services. At all times, the Territory includes any country that is embargoed, sanctioned, or prohibited by the export control laws of the United States or other applicable country export control and trade sanctions laws. Aircall may update the definition of Territory if a country or territory becomes, or in Aircall's sole discretion is likely to become, subject to trade sanctions or other significant trade restrictions.

2. Appointment and Ownership.

- a. **Appointment.** Aircall may appoint Partner as a participant in one or more Programs pursuant to the applicable Program Terms. Unless stated otherwise in the Program Terms, such appointment is non-exclusive and takes effect only upon Partner's satisfaction of any Program criteria referenced in the applicable Program Terms. Partner's participation in the Program is contingent upon Partner's compliance with the terms of this Agreement, including the terms of the Program Terms.
- b. **Program Terms.** The applicable Program Terms are incorporated into this Agreement by this reference. Aircall may add to or modify the Program Terms at its sole discretion on a non-discriminatory basis, provided that Aircall shall use commercially reasonable efforts to provide Partner with prior notice of such changes. If Partner objects to any terms and conditions in the Program Terms, or associated content, Partner's sole remedy shall be to resign from the applicable Partner Program and terminate the Agreement. Partner must not engage in any activity in connection with the resale of the Services which is unethical, misleading, deceptive, unlawful, or which would otherwise harm the name or reputation of Aircall or the Service.
- c. **Non-Exclusive Relationship.** Partner acknowledges that the relationship set forth in this Agreement is non-exclusive and that, unless otherwise agreed by the Parties, Aircall is free to enter into other referral and resale arrangements without notice or compensation to Partner.
- d. **Training and Documentation.** Aircall may provide online training and documentation to Partner personnel for the following purposes: (i) Familiarize them with the Service; (ii) Identify prospective Customers; (iii) Technical pre- and post-sales training; (iv) Provide customer support. As part of the training, Aircall may provide training materials, marketing materials, and documentation for internal use and to provide to prospective Customers. Any materials or documentation marked "internal use" should not be made available to Customers without written consent from Aircall.
- e. **Exclusions.** The Program may be limited in what Services are available for Partner to distribute, resell, or refer, or the Program may have different or additional requirements for Partner to distribute, resell, or refer certain Services. To the extent such limitations or requirements are not set forth in the Program Terms,

Aircall will use commercially reasonable efforts to communicate these limitations or requirements to Partner.

- f. **Ownership.** Aircall retains all right, title, and interest, including all associated Intellectual Property Rights, in and to the Service, all associated software, and the Marks. Partner has no rights to the Service, software, or Marks, except as expressly set forth herein.

3. **Responsibilities.** Unless otherwise agreed by the Parties, Aircall will be responsible for installing, configuring, testing, hosting, managing, maintaining, and providing the Service. Aircall is responsible for providing escalation support to Partner support personnel. Escalation support includes answering questions and providing information not included in the online help center and providing workarounds and/or resolutions for any defects or errors in the Service or lack of availability of the Service. A defect or error in the Service means that one or more functions of the Service is not performing in the manner described in the online help center.
4. **Managers.** Each Party will appoint a single individual (each, a “**Manager**”) who will serve as the primary point of contact for the other Party for matters related to this Agreement. Either Party may replace its Manager by notifying the other Party of such new appointment.
5. **Changes to Service.** Aircall may, in its sole discretion and at any time, modify or change the Service and the software that enables the Service in accordance with the Aircall Terms and Conditions available at <https://legal.aircall.io/>.
6. **Marks.** Any use of the Marks by Partner shall be in strict compliance with the terms and conditions contained in the Aircall Brand Platform at <https://aircall.io/brand/> or other guidance provided by Aircall (the “**Brand Guide**”), which is incorporated into this Agreement by this reference. Aircall may add to or modify the Brand Guide at its sole discretion. Additionally, any use of the Marks by Partner can only be in connection with marketing the Service as contemplated by this Agreement and can only refer to Aircall or the Service. All use of the Marks by Partner, including the goodwill and reputation associated therewith, shall inure solely to the benefit of Aircall. Partner shall include in promotional materials, advertisements, and web pages for promoting and marketing the Service, a reasonably conspicuous attribution in a form approved by Aircall, stating that the Service is being provided by Aircall. Partner may not use to refer to itself any trademark, service mark, or tradename, which is the same as or confusingly similar to the Marks. Aircall may use the tradename, trademark, service mark, and/or logo of Partner to the extent reasonably required by Aircall to communicate to customers the position of Partner as an authorized Aircall partner. Aircall’s use shall be subject to any written guidelines that Partner may deliver to Aircall from time-to-time and all use will inure to the benefit of Partner. Other than as expressly authorized by Aircall and this Agreement, neither Party shall obtain, as a result of this Agreement, any right to or interest in any trade names, service marks, or trademarks owned, used, or claimed now or in the future by the other Party.
7. **Marketing.** Unless otherwise agreed in writing, each Party shall be responsible for its own marketing expenses.
8. **Confidentiality.** Each Party (the “**Receiving Party**”) agrees it shall not, for as long as the information meets the definition of Confidential Information, directly or indirectly (except in connection with its performance under this Agreement) use or disclose to third parties any Confidential Information obtained from the other Party (the “**Disclosing Party**”), without the Disclosing Party’s prior written consent. As used herein, “**Confidential Information**” shall mean any information, whether written or oral, regarding this Agreement, the Service, technology, research, development, pricing, business plans and activities, employees, existing and prospective customers, and finances of either Party; provided, however, that Confidential Information shall not include any information that: (a) was publicly available at the time it was received by the Receiving Party, (b) is later made publicly available by the Disclosing Party through no fault of the Receiving Party, (c) was acquired by the Receiving Party from a third party who was under no legal duty to maintain the confidentiality of the information, or (d) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information. The Receiving Party agrees that it will (i) protect Confidential Information with steps at least as protective as those the Receiving Party takes to protect its own similar confidential information, but in any event with no

less than a reasonable standard of care; (ii) use the Disclosing Party's Confidential Information only to the extent necessary to perform its obligations under this Agreement; and (iii) not permit access or disclose Confidential Information to any third party, except that the Receiving Party may disclose Confidential Information only to its or its Affiliates' respective employees, officers, directors, agents, and contractors with a need to know the Confidential Information to fulfill its obligations under this Agreement and who are bound by similar confidential obligations and restrictions as in this Agreement ("**Representatives**"). The Receiving Party may disclose Confidential Information compelled by subpoena or other legal process, provided the Receiving Party provides prompt written notice to the Disclosing Party and cooperates in seeking confidential treatment for the information. The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information and provide reasonable cooperation with the Disclosing Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. Upon termination, the Receiving Party will return all the Disclosing Party's Confidential Information upon written request.

9. Access to Customer Data. Partner acknowledges and agrees that:

- a. It shall not have access to information or data relating to the Customers' use of the Services ("**Customer Data**") by default for both existing and new Customers. Such access may be granted by the Customer, in its sole discretion, from time to time, on delivery of an instruction to Aircall permitting Aircall to grant such access to Partner. Where a Customer provides instructions to Aircall to grant access to Customer Data to Partner, Aircall will use commercially reasonable efforts to ensure that such access is promptly granted. Partner shall comply with the mechanisms and/or processes Aircall makes available from time to time with respect to administering Customer data access preferences.
- b. Where a Customer has granted Partner access to Customer Data in accordance with Section 9(a) (*Access to Customer Data*) above, Customer may, at any time and in its sole discretion, instruct Aircall to restrict or disable such access and Aircall will give effect to such Customer instruction. Aircall shall not be liable to Partner in connection with any such restriction or disablement of access to Customer Data.
- c. Where Partner requires access to Customer Data to provide its own services to the Customer, Partner will be solely responsible for communicating such need to the Customer. Aircall shall not be responsible for any issue Partner may have in connection with its inability to access Customer Data, nor shall Aircall have any liability whatsoever to Partner with respect to a Customer's delay or refusal to provide an instruction to Aircall granting Partner such access to and use of the Customer Data.

10. Representations and Warranties.

- a. **Warranty Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10 (*REPRESENTATIONS AND WARRANTIES*), THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, TITLE, PERFORMANCE, QUALITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. EXCEPT FOR ANY WARRANTIES PROVIDED IN AIRCALL'S STANDARD TERMS OF SERVICE, AIRCALL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICE OR THAT THE SERVICES WILL MEET PARTNER'S OR CUSTOMERS' REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR OR DEFECT.
- b. Each Party represents and warrants solely to and for the benefit of the other that: (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; and (ii) it is not under any obligations, contractual or otherwise, to any other entity that is inconsistent with any of the provisions of this Agreement. Partner further represents and warrants that it will conduct all marketing and

sales of the Service in a professional manner and will not engage in any conduct that will harm the business or reputation of Aircall.

11. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AIRCALL'S TOTAL CUMULATIVE LIABILITY RELATED TO OR ARISING OUT OF THIS AGREEMENT EXCEED THE FEES (OR COMMISSION) PAID TO PARTNER UNDER THIS AGREEMENT IN THE PREVIOUS 12 MONTHS.
12. **Aircall APIs.** Upon request, Aircall may, in its sole discretion, make its integration APIs available to Partner at no additional charge. Access to and use of the APIs is separately governed by the Aircall API License Agreement available at <https://legal.aircall.io/#api-license-agreement> and related agreements (the "**API Agreements**").
 - a. **License.** Subject to the requirements of the API Agreements, Aircall hereby grants to Partner a non-exclusive, non-transferable, paid-up license to use and copy the APIs to integrate access to the Service into Partner websites and to publicly display Partner websites incorporating the APIs in binary form to Customers. Partner shall not publicly display, transmit, distribute or otherwise divulge any information regarding the Aircall APIs, including the operation and programmatic interface(s) thereof, to any third party. Except as expressly provided herein, Partner has no other rights to install, integrate, use, reproduce or distribute Aircall APIs.
 - b. **Partner Applications.** Partner shall be solely responsible for creating, maintaining, hosting, and supporting any Partner websites that incorporate the APIs.
 - c. **API Incorporation.** Partner shall implement the integration in accordance with Aircall's API documentation and guidelines provided to Partner and revised from time to time.
 - d. **API Technical Support.** Aircall shall provide technical support to Partner for Partner's use of Aircall APIs, consisting of answering questions regarding integration of the Aircall APIs generally. Aircall support does not include debugging or troubleshooting Partner applications, websites, or other programs or software not developed and owned by Aircall.
 - e. **Conflict.** In the event of any direct conflict between the terms and conditions of this Agreement and the terms and conditions of the API Agreements, the terms and conditions of the API Agreement shall control to the extent necessary to resolve the conflict. For clarity, any additional terms contained in the API Agreements shall be considered supplemental to this Agreement.
13. **Indemnification.**
 - a. **By Aircall.** Subject to Section 13(c) (*Indemnification; Mechanics*), Aircall, at its own expense, will defend Partner and its Affiliates (and each of their officers, directors, employees, and representatives) against any action, suit, or proceeding brought by a third party against Partner or its Affiliates based on a claim: (i) that the Marks or the Service infringe in any manner any Intellectual Property Right of any third party, or (ii) relating to the violation of any law or regulation by Aircall in performing its obligations under this Agreement (each, an "**Aircall Covered Claim**"). Aircall will pay all costs, liabilities, expenses and damages (including reasonable attorneys' fees) incurred by or awarded against Partner or its Affiliates in connection with or arising from, or all amounts agreed to in settlement of, any such Aircall Covered Claim. Aircall will have no indemnification obligation hereunder for any infringement claim to the extent the infringement arose from: (A) any modification (including alterations, additions or changes) to the Service other than by Aircall, (B) the combination of the Service with products, services or content provided other than by Aircall, or (C) Aircall's

conformance with Partner's or Customers' specifications, requests or requirements to the extent such conformance differs from the Service Aircall makes generally available.

- b. **By Partner.** Subject to Section 13(c) (*Indemnification; Mechanics*), Partner, at its own expense, will defend Aircall and its Affiliates (and each of their officers, directors, employees, and representatives) against any action, suit, or proceeding brought by a third party against Aircall or its Affiliates based on a claim relating to (i) any representation, statement, or warranty made or alleged to have been made by Partner regarding Aircall or the Service which was not expressly authorized by Aircall, (ii) the violation of any law or regulation by Partner in performing its obligations under this Agreement, or (iii) Partner's failure to meet its obligations under Sections 6 (*Marks*), 8 (*Confidentiality*), or 10 (*Representations and Warranties*) of this Agreement or its obligations with respect to the Customer Agreement as set forth in the Program Terms (if applicable) (each, a "**Partner Covered Claim**"). Partner will pay all costs, liabilities, expenses, and damages (including reasonable attorneys' fees) incurred by or awarded against Aircall or its Affiliates in connection with or arising from, or all amounts agreed to in settlement of, any such Partner Covered Claim.
- c. **Mechanics.** A "**Covered Claim**" means a "Partner Covered Claim" with respect to Partner, and a "Aircall Covered Claim" with respect to Aircall. Each indemnified Party agrees to provide prompt notice and to permit the indemnifying Party to provide the defense and settlement as described in this Section 13 (*Indemnification*) and to provide reasonable assistance in that defense and settlement. The indemnifying Party may settle any Covered Claim without the indemnified Party's prior written approval, provided such settlement imposes no affirmative obligation on, and no admission against interest on behalf of, the indemnified Party. If a settlement imposes any such obligation or admission, such settlement will require the indemnified Party's prior written consent.

14. Termination.

- a. **Term.** Partner may participate in multiple Programs, and these General Partner Terms shall take effect as of the Effective Date and continue until the date of termination or expiration of the final Program in which Partner participates (the "**Term**").
- b. **Termination.** A Party may terminate these General Partner Terms and any Program Terms (i) in accordance with the terms of this Agreement or the Program Terms, or (ii) in the event no Program Terms are then in effect. For clarity, all Program Terms shall terminate automatically upon the termination of these General Partner Terms.
- c. **Termination for Cause.** Either Party may immediately terminate this Agreement or the Program Terms by giving the other written notice if the other Party:
 - i. materially breaches any of its obligations under the terms of this Agreement, which default is not remedied within thirty (30) days after notice thereof;
 - ii. materially breaches any of its obligations under the terms of this Agreement on three (3) separate occasions, whether or not the breaching Party has remedied each breach within thirty (30) days after notice thereof;
 - iii. materially breaches any of its obligations under the terms of this Agreement, which default cannot be remedied by its nature;
 - iv. is unable to pay any or all of its debts as they become due or becomes insolvent or ceases to pay any or all of its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors; or

v. is liquidated or dissolved or if any proceedings are commenced by, for or against it under any bankruptcy, insolvency, reorganization of debts or debtors' relief law, or law providing for the appointment of a receiver or trustee in bankruptcy.

d. **Effects of Termination.** Upon termination, subject to a Party's wind down obligations, (i) all rights and licenses granted under the Agreement will immediately terminate; (ii) each Party shall cease all use of the other Party's Marks, intellectual property, and technology (including APIs), except that each Party may continue to use the other Party's Marks in any items produced before termination; (iii) each Party will remain liable for all fees owed to the other Party in accordance with the Agreement; (iv) upon request, each Party will immediately return or, if instructed, destroy the other Party's Confidential Information in its possession or control other than in automatic computer backups. A Party is not required to destroy or return any Confidential Information that must be retained for regulatory, legal, or audit purposes or for compliance with its document retention policies and has no obligation to destroy electronic copies made as part of its routine archival or backup procedures. All provisions that by their nature should survive termination will do so (including, for example, payment obligations, indemnification and defense obligations, and duties of confidentiality).

15. Notices.

- a. Aircall may give notice by electronic mail to Partner's e-mail address on record in Partner's account information, through a notification in Partner's Aircall partner portal account, or by written communication delivered by a nationally recognized overnight delivery service or by first class mail or pre-paid post.
- b. Partner may give notice to Aircall by written communication delivered by a nationally recognized overnight delivery service or by first class mail or pre-paid post to: Aircall.io, Inc., Attn: Legal, 44 W 28th St Fl 14, New York, NY 10001, with a copy sent via email to legal@aircall.io. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

16. General.

- a. **Assignment.** Neither Party may assign or otherwise transfer this Agreement or any interest or right hereunder or delegate the performance of any of its obligations hereunder to any third party without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, consolidation, reorganization or the sale of all or substantially all of the Party's assets, provided that (i) to the extent Partner is the assigning party, Aircall reserves the right to conduct due diligence on the proposed assignee and may, in its sole discretion, elect not to consent to an assignment of this Agreement where the assignee does not meet the requirements of Aircall's due diligence review; and (ii) such assignment may not be to a direct competitor of Aircall. Any attempted assignment, transfer or delegation in violation of this Section 16(a) (*General; Assignment*) will be deemed null and void and result in the immediate termination of this Agreement without necessity of notice.
- b. **Waivers.** Waiver by either Party of any default, or either Party's failure to enforce any of the terms and conditions of this Agreement, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict performance of every term and condition hereof.
- c. **Non-Exclusiveness; Remedies.** Any specific right or remedy provided in this Agreement shall not be exclusive but will be cumulative of all other rights and remedies set forth herein and allowed in law or equity.
- d. **Headings.** The headings of Sections in this Agreement are for convenience and reference only, and they shall in no way define, limit, broaden, or otherwise describe the scope of the provisions or be considered in the interpretation, construction, or enforcement hereof.

- e. **Publicity.** Any publicity relating to this Agreement and subsequent transactions between Partner and Aircall and the method of its release shall be approved in advance of the release in writing by both Partner and Aircall.
- f. **Governing Law and Venue.** This Agreement will be governed by and interpreted according to the laws of the applicable state or country identified below without regard to conflicts of laws and principles that would cause the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 16(g) (*Dispute Resolution*), any legal suit, action, or proceeding arising out of or relating to this Agreement or the Services will be instituted in the applicable courts identified below and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such legal suit, action, or proceeding will be entitled to reimbursement of its attorneys' fees and related costs by the non-prevailing party.

If Partner is domiciled or registered in:	Governing law:	Venue:
Australia & New Zealand	State of New South Wales, Australia	Courts of New South Wales, Australia
England, Northern Ireland, Scotland, & Wales	England and Wales	Courts of London, England, United Kingdom
North America or South America	State of New York, USA	State or federal courts in New York County, New York, USA
Rest of World	France	Paris commercial court

- g. **Dispute Resolution.** In the event of any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies relating to the intellectual property of a party) (collectively, "**Disputes**"), each party's senior representatives will, in good faith, attempt to resolve a Dispute. If the parties are unable to resolve a Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS' arbitration rules and procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to between the parties or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will take place in the English language in the venue listed in Section 16(f) (*Governing Law and Venue*) above applicable to Partner's domicile or registered location.
- h. **Compliance with Laws.** The Parties shall abide by all applicable domestic and international laws and regulations in connection with their performance under this Agreement, including but not limited to those laws and regulations identified in this Section 16(h) (*Compliance with Laws*).
- i. Anti-Corruption/Anti-Bribery Laws. The Parties shall abide by applicable anti-corruption and anti-bribery laws or regulations. In connection with its performance under this Agreement, Partner (including all officers, directors, employees, agents, and persons or entities acting on its

behalf) has not and will not directly or indirectly promise, offer, or pay, or authorize the promise, offer, or payment of, any money or anything of value to influence any person in order to gain an improper business advantage. Partner (including all officers, directors, employees, agents, and persons or entities acting on its behalf) also has not accepted, and will not accept in the future, such a payment. Partner agrees to maintain policies and procedures reasonably designed to ensure compliance by its officers, directors, employees, and agents (including all persons or entities acting on its behalf) with applicable anti-corruption and anti-bribery laws.

ii. International Trade Laws. Aircall and Partner each represent that they are not restricted parties on any sanctions or export control lists ("**Restricted Persons**"). Partner will not provide or market the Service to any Restricted Persons or in any restricted Territory. Partner will not provide or market the Service to any government, military, or military-intelligence end user. Partner will not provide or export the Service for any prohibited end use. Partner agrees to maintain policies and procedures reasonably designed to ensure compliance by its officers, directors, employees, and agents with applicable sanctions and U.S. export control laws. Partner is responsible for obtaining any required export licenses covering its provision of the Service, including products that may incorporate the Services, to its own Customers, agents, or representatives. Partner agrees to provide information as reasonably requested by Aircall in order for Aircall to comply with reporting requirements under export controls, sanctions, or other provisions of applicable law.

iii. Human Rights Laws. For purposes of this Agreement, internationally recognized human rights ("**Human Rights**") are understood, at a minimum, as those expressed in the Universal Declaration on Human Rights and ILO Declaration on Fundamental Principles and Rights at Work. In performing its obligations under this Agreement, Partner shall:

- A. not tolerate any form of Human Rights abuse, including but not limited to modern slavery, exploitative, child or involuntary labor, in its operations or supply chain;
- B. comply with all applicable laws, statutes, regulations from time to time in force relating to Human Rights, including but not limited to laws and regulations maintained by the United States, United Kingdom, Australia, or any other applicable jurisdiction;
- C. maintain policies and procedures reasonably designed to ensure respect for Human Rights and compliance by its officers, directors, employees, and agents with applicable laws;
- D. require the same standards (in A through C above) of Partner's own suppliers, partners and subcontractors.

iv. Aircall may request documentation demonstrating Partner's compliance with the terms of this Subsection 16(h) (*Compliance with Laws*). The Parties agree that such documentation will be provided upon reasonable request.

v. If Partner learns of any violation of the above restrictions by Partner, its agents (including all other persons or entities acting on its behalf), as applicable, or its Customers, Partner shall promptly notify Aircall.

vi. In the event of breach of any of the restrictions described in this Section 16(h) (*Compliance with Laws*), Aircall has the right to immediately terminate the Agreement without liability or owing damages to Partner. For the avoidance of doubt, Aircall may, in its sole discretion, deem

any breach of this Section 16(h) (*Compliance with Laws*) a non-remediable material breach within the meaning of Section 14 (*Termination*). Partner agrees to indemnify and hold harmless Aircall from and against any and all claims, losses, liabilities, costs, and expenses (including reasonable fees and disbursements to attorneys which have been reasonably incurred) arising directly out of or relating to Partner (including all persons or entities acting on its behalf) having breached any restrictions in this Section 16(h) (*Compliance with Laws*).

- i. **Independent Contractor Status.** The Parties are independent contracting parties and, unless explicitly stated otherwise, nothing in this Agreement shall be deemed to establish or otherwise to create a relationship of principal and agent, partners, fiduciaries, or joint venturers. Each Party will be obligated to pay all compensation, withhold necessary taxes and other fees, and otherwise comply with all employment laws and legal obligations with respect to such Party's employees, agents, contractors, and representatives. Neither Party will be deemed an agent of the other Party for any purpose whatsoever and neither Party nor any of its agents or employees will have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of the other Party. This Agreement is not a franchise agreement and does not create a franchise relationship between the Parties and if any provision of this Agreement is deemed to create a franchise between the Parties, then those provisions shall be deemed void and will automatically terminate as if such provision had been deemed unenforceable by a court.
- j. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
- k. **Force Majeure.** Neither Party shall be liable to the other for any delay in the performance of any of its obligations hereunder due to any cause beyond such Party's reasonable control or due to acts of God, acts of civil or military authorities, fires, labor disturbances, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, shortages of raw materials, power outages, or unauthorized hacking on or through the internet.
- l. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, customer agreements, post-termination process, warranty disclaimers, indemnification for claims arising prior to termination or expiration, and limitations of liability.
- m. **Order of Precedence.** If any provision in the Agreement conflicts, the following order of precedence shall govern: (i) the Partner Program Agreement, (ii) the Program Terms, and (iii) these General Partner Terms.
- n. **Modification.** Aircall may modify these General Partner Terms at any time. If the modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, then Partner may withdraw from the applicable Program and terminate the applicable Agreement by written notice to Aircall.
- o. **Construction and Complete Agreement.** This Agreement supersedes, terminates, and otherwise renders null and void all prior or contemporaneous written and/or oral agreements between Partner and Aircall with respect to the matters herein expressly set forth. This Agreement represents and incorporates the entire understanding of the Parties hereto with respect to the matters herein expressly set forth and each Party acknowledges that there are no warranties, representations, covenants or understandings of any kind, nature or description whatsoever made by either Party to the other, except as are herein expressly set forth.